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11/24/2003

Mamoud Sadre

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EXAMINER

HAMMOND III, THOMAS M

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PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary	Application No. 10/719,843	Applicant(s) SADRE, MAMOUD	
	Examiner Thomas M. Hammond III	Art Unit 3691	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 24 November 2003.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-22 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-22 is/are rejected.
- 7) ☒ Claim(s) 1-22 is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
 Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
 Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. _____.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08)
Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____ |

Art Unit: 3691

DETAILED ACTION

Status of Claims

1. This action is in reply to the application filed on 11/24/2003.
2. Claims 1-22 are currently pending and have been examined.

Claim Objections

3. Claims 1-22 are objected to for minor informalities.
4. As per independent claims 1 and 10 and subsequent respective dependent claims, the applicant recites claim to multiple patentable subjects in a single claim. The method, system, and computer program are separate patentable inventions and therefore must be claimed separately. Appropriate action is required.
5. As per claims 1-22, the applicant's recitation of the claimed invention is replete with grammatical and formal issues, including punctuation and grammar. Please review and make appropriate corrections where necessary.

Claim Rejections - 35 USC § 112

6. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter, which the applicant regards as his invention.

7. Claims 2, 5-6, 8-12, 15, and 19-20 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

8. As per claim 2, the applicant recites the limitation, "...represents branch product with common root with other branch product...". Because of the grammatical incorrectness of this limitation, it is unclear what the relationship, and in turn the patent protection sought, is between the branch product, the common root, and the other branch product. For the purposes of examination, the examiner will interpret this limitation in its broadest reasonable light.

9. As per claims 5 and 15, the applicant recites the limitation, "...for lot size and measure...". It is unclear what the contract term, measure, is referring to. It therefore renders the scope of the claim unascertainable. For the purposes of examination, the examiner will interpret this limitation in its broadest reasonable light.

10. As per claim 6, the applicant recites the limitation, "...the marketplace...". There is a lack of antecedent basis for this limitation in the claim.

11. As per claim 8, the applicant recites the limitation, "...cash based performance bond...". There is a lack of antecedent basis for this limitation in the claim. Additionally, the applicant recites the limitation, "...comprising automatic adjustment...". It is unclear what the automatic adjustment is referring to. For the purposes of examination, the examiner will interpret this limitation in its broadest reasonable light.

12. As per claim 9, the applicant recites the limitation, "...if particular condition of contract is absent." The limitation does not positively set forth what the applicant claims as his/her invention, therefore

Art Unit: 3691

rendering the scope of the claim unascertainable. For the purposes of examination, the examiner will interpret this limitation in its broadest reasonable light.

13. As per claim 10, the applicant recites the limitation, "...the general condition...". There is a lack of antecedent basis for this limitation in the claim.

14. As per claim 11, the applicant recites the limitation, "...the base product...". There is a lack of antecedent basis for this limitation in the claim.

15. As per claim 12, the applicant recites the limitation, "...technically equivalent...". The applicant does not clearly define the meaning of technically equivalent. The examiner is unable to ascertain the scope of the claim. For the purposes of examination, the examiner will interpret this limitation in its broadest reasonable light. Additionally, the applicant recites the limitation, "...if no changes in contract specification is made." The limitation does not positively set forth what the applicant claims as his/her invention, therefore rendering the scope of the claim unascertainable. For the purposes of examination, the examiner will interpret this limitation in its broadest reasonable light.

16. As per claims 19-20, the applicant recites the limitation, "...any non-standard/standard contract...". This claim language renders the scope of the claim indeterminate, as it appears to have no bounds. For the purposes of examination, the examiner will interpret this limitation in its broadest reasonable light. Additionally, the applicant recites the limitation, "...special case...". It is unclear what the definition of a special case is. It therefore renders the scope of the claim unascertainable. For the purposes of examination, the examiner will interpret this limitation in its broadest reasonable light.

Art Unit: 3691

Claim Rejections - 35 USC § 102

17. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

18. A person shall be entitled to a patent unless –

(e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

19. Claims 1-4, 6, and 9 are rejected under 35 U.S.C. 102(e) as being anticipated by *Shepherd, US Patent No. 6,134,536*.

As per claim 1

Shepherd teaches:

- Means of establishing a general condition of contract (see at least column 4, lines 15-37)
- Means of amending a particular condition of contract containing variable properties for different products (see at least column 4, lines 50-65)
- Means of creating flexible contract based on semi standard product (see at least column 4, lines 50-65)

As per claims 2-4

Shepherd teaches the system of claim 1, as described above.

Shepherd further teaches:

- Wherein the contract represents branch product with common root with other branch product (see at least column 10, lines 45-56)

Art Unit: 3691

- Wherein the contract terms of minimum and maximum price fluctuation are set and are automatically modified as the product changes (see at least column 39, lines 41-67; column 40, lines 1-27)
- Wherein the contract terms of physical delivery notice day change as contract delivery date changes (see at least column 5, lines 5-13)

As per claim 6

Shepherd teaches the system of claim 1, as described above.

Shepherd further teaches:

- Wherein the non-US Dollar currency of price quote will change as the marketplace changes (see at least column 40, lines 12-27)

As per claim 9

Shepherd teaches the system of claim 1, as described above.

Shepherd further teaches:

- Wherein a manufactured product is considered to be standard commodity if particular condition of contract is absent (see at least column 40, lines 46-67)

Art Unit: 3691

Claim Rejections - 35 USC § 103

20. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

21. Claims 5 and 7-8 are rejected under 35 U.S.C. 103(a) as being unpatentable over *Shepherd*, in view of *Turbeville et al.*, US Patent Publication No. US 2001/0027437 A1.

As per claim 5

Shepherd teaches the system of claim 1, as described above.

Shepherd does not teach:

- Wherein the contract terms for lot size and measure change as branch product changes

Turbeville teaches:

- A variable quantity of the item or service as terms of a contract (see at least page 6, paragraphs 66-67)

However, the examiner takes OFFICIAL NOTICE that changing the lot size of a commodity from product to product is old and well known in the art of commodities trading. It would have been obvious to one of ordinary skill in the art to modify the teachings of Shepherd, with the teachings of Turbeville and this well known feature. One would have been motivated to do so in order to provide a system to facilitate products and services, which are illiquid, to trade like a commodity (see at least Turbeville page 2, paragraphs 13-14):

Art Unit: 3691

As per claims 7-8

Shepherd teaches the system of claim 1, as described above.

Shepherd does not teach:

- Wherein the contract terms containing minimum fluctuation of price and daily limits of price change as branch product changes
- Wherein cash based performance bond is employed as risk management tool; further comprising automatic adjustment as branch product changes

Turbeville teaches:

- Wherein the contract terms containing minimum fluctuation of price and daily limits of price change as branch product changes (see at least page 4, paragraphs 49-50)
- Wherein cash based performance bond is employed as risk management tool; further comprising automatic adjustment as branch product changes (see at least page 5, paragraph 56)

However it would have been obvious to one of ordinary skill in the art to add to the teachings of Shepherd, the teachings of Turbeville. One would have been motivated to do so in order to provide a system to facilitate products and services, which are illiquid, to trade like a commodity and provide risk management (see at least Turbeville page 2, paragraphs 13-19).

22. Claims 10-22 are rejected under 35 U.S.C. 103(a) as being unpatentable over *Turbeville*, in view of *Shepherd*.

As per claim 10

Turbeville teaches:

- Means of constructing a flexible (semi-standard) contract based on root products with standard specification (see at least pages 1-2, paragraphs 7-12)
- Means of applying the general condition of contract (specification) for financial instrument to reflect the root product as a generic product (see at least pages 1-2, paragraphs 7-12)

Art Unit: 3691

- Means of further modifying the contract specification to reflect the particular conditions of the forward contract or swap (see at least page 2, paragraphs 13-14)

Turbeville does not teach:

- Means of treating any swap contract as flexible financial instrument

Shepherd teaches:

- Means of treating any swap contract as flexible financial instrument (see at least column 58, lines 9-67)

However it would have been obvious to one of ordinary skill in the art to add to the teachings of Turbeville, the teachings of Shepherd. One would have been motivated to do so in order to provide a system to facilitate products and services, which are illiquid, to trade like a commodity and provide risk management (see at least Turbeville page 2, paragraphs 13-19).

As per claim 11

Turbeville, in view of Shepherd, teaches the system of claim 10, as described above.

Turbeville further teaches:

- Wherein the contract represents buying and selling of a root product, the root product further comprising the base product upon which any subsequent value-added product is made (see at least page 1, paragraphs 4-8)

As per claim 12

Turbeville, in view of Shepherd, teaches the system of claim 11, as described above.

Turbeville further teaches:

- Wherein the root product is technically equivalent to generic root product if no changes in contract specification is made (see at least page 1, paragraph 6)

Art Unit: 3691

As per claim 13

Turbeville, in view of Shepherd, teaches the system of claim 12, as described above.

Turbeville further teaches:

- Wherein a contract specification based on generic or root product is interchangeable and as such is considered a fungible product (see at least page 2, paragraph 14)

As per claim 14

Turbeville, in view of Shepherd, teaches the system of claim 11, as described above.

Turbeville further teaches:

- Wherein the contract specification for minimum and maximum price fluctuation are modified as the root product changes (see at least page 6, paragraph 64)

As per claim 15

Turbeville, in view of Shepherd, teaches the system of claim 11, as described above.

Turbeville further teaches:

- A variable quantity of the item or service as terms of a contract (see at least page 6, paragraphs 66-67)

Turbeville does not teach:

- Wherein the contract terms for lot size and measure change as branch product changes

However, the examiner takes OFFICIAL NOTICE that changing the lot size of a commodity from product to product is old and well known in the art of commodities trading. It would have been obvious to one of ordinary skill in the art to modify the teachings of Shepherd, with the teachings of Turbeville and this well known feature. One would have been motivated to do so in order to provide a system to facilitate products and services, which are illiquid, to trade like a commodity (see at least Turbeville page 2, paragraphs 13-14).

Art Unit: 3691

As per claim 16

Turbeville, in view of Shepherd, teaches the system of claim 11, as described above.

Turbeville does not teach:

- Wherein the currency of price quote changes as the marketplace changes

Shepherd teaches:

- Wherein the currency of price quote changes as the marketplace changes (see at least column 40, lines 12-27)

However it would have been obvious to one of ordinary skill in the art to add to the teachings of Turbeville, the teachings of Shepherd. One would have been motivated to do so in order to provide a system to facilitate products and services, which are illiquid, to trade like a commodity and provide risk management (see at least Turbeville page 2, paragraphs 13-19).

As per claim 17

Turbeville, in view of Shepherd, teaches the system of claim 12, as described above.

Turbeville further teaches:

- Wherein the limited price fluctuation varies with respect to product's moving average price (see at least page 8, paragraphs 89-91)

As per claims 18-19

Turbeville, in view of Shepherd, teaches the system of claim 10, as described above.

Turbeville further teaches:

- Wherein the contract specification employs a variable cash based performance bond as risk management tool (see at least page 5, paragraph 56)
- Wherein any non-standard contract can employ flexible (semi-standard) contract as underlying financial instrument (see at least page 2, paragraphs 13-14)

Art Unit: 3691

As per claim 20

Turbeville, in view of Shepherd, teaches the system of claim 19, as described above.

Turbeville further teaches:

- Wherein any standard contract is special case of flexible (semi-standard) contract (see at least page 2, paragraphs 13-14)

As per claim 21

Turbeville, in view of Shepherd, teaches the system of claim 20, as described above.

Turbeville further teaches:

- Wherein a standard contract is automatically generated if the root product is a standard commodity (see at least page 2, paragraphs 13-14)

As per claim 22

Turbeville, in view of Shepherd, teaches the system of claim 21, as described above.

Turbeville further teaches:

- Wherein a contract based on the root product and specification can be treated as financial instrument (see at least page 2, paragraphs 13-14)

Art Unit: 3691

Conclusion

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Thomas M. Hammond III whose telephone number is 571-270-1829. The examiner can normally be reached on Monday - Thursday, 7AM - 5PM EST.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Alexander Kalinowski can be reached on 571-272-6771. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.



Thomas M Hammond III

Patent Examiner

Art Unit 3691

09-18-2007



HANI M. KAZIMI
PRIMARY EXAMINER